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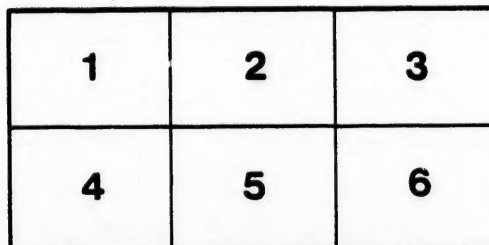
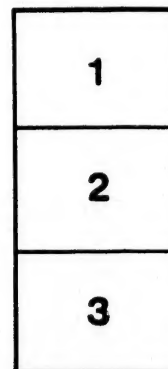
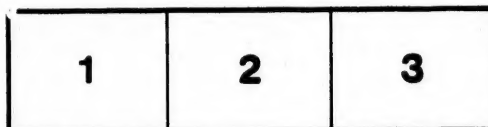
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NOTES

ON A RECENTLY DISCOVERED INDENTURE
RELATING TO

DAVID THOMSON

OF

PISCATAQUA AND MASSACHUSETTS BAY
IN NEW ENGLAND

By CHARLES DEANE

WITH A COPY OF THE INDENTURE

CAMBRIDGE
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1876

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NOTES RELATING TO DAVID THOMSON.

SOME two or three years ago, the Hon. ROBERT C. WINTHROP, President of the Massachusetts Historical Society, placed in my hands an old parchment deed, — discovered among his rich ancestral treasures of a like character, — which he said contained the name, among others, of David Thomson. I found it, on examination, to be an indenture, dated 14th December, 1622, between David Thomson, of Plymouth, of the one part, and three merchants, — viz., Abraham Colmer, Nicholas Sherwill, and Leonard Pomery, also of Plymouth, — of the other part. This parchment, 17 by 20 inches in size, was that part of the indenture which contained the covenants and the signatures of the three merchants just named. An exact copy of the document is given below; but, in order that the reader may get at its meaning in fewer words, I will here give a *résumé* of it.

The indenture recites that the Council for New England had granted to David Thomson, under date of the 16th October, 1622, six thousand acres of land and one island in New England; and that Thomson had absolutely conveyed one-fourth part of the island to the three merchants of Plymouth named, with covenants to convey in fee simple the fourth part of the six thousand acres. In consideration whereof, it is agreed between the parties as follows: —

First. That the three merchants will, at their own charge, this present year, provide and send two men, with Thomson, in the ship "Jonathan, of Plymouth," to New England; with victuals and provisions, &c., as shall suffice them till they are landed. And, if they land there within the space of three months after the ship shall pass Ram Head (a promontory just outside of Plymouth Sound), the residue of the three months' victuals shall be delivered to Thomson at his landing, there to be disposed of by him towards finding a fit place for the intended habitation, and also to begin the same.

Second. The three merchants will this present year, at their own charge, provide and send three men more, in the ship "Providence," of

Plymouth, if they may be so soon gotten, or in some other ship, with the first expedition that may be, to New England; the charges of these three men to be borne equally by all the parties.

Third. Two men more are to be sent this present year in the "Jonathan," the charges of them to be borne by all the parties equally.

Fourth. As soon as Thomson and the seven men are landed in New England, he shall, as soon as convenient, find out a fit place to make choice of the six thousand acres of land, and a fit place to settle and erect some houses or buildings for habitations, and to begin the same. Adjoining these buildings, there shall be allotted, before the end of five years, six hundred acres of land, which, with all the buildings and every thing appertaining to them, shall, at the end of said five years, be divided equally between all the parties; and all the charges for building, planting, and husbanding, &c., during that time, shall be equally borne by all. The residue of the six thousand acres to be also divided in a convenient time between the parties in four parts, whereof Thomson is to have three-fourths, and the other three parties one-fourth.

Fifth. At the end of five years, the island shall be divided in four parts, whereof Thomson is to have three parts, and the others one part.

Sixth. Three-fourths of the charge for planting, husbanding, and building on the said island, shall be borne by Thomson, and one-fourth by the other parties.

Seventh. All the profits during the five years that may arise on the six hundred acres, by fishing, trading, &c., shall be divided equally; only the merchants shall have liberty to employ ships to fish at their own charge, if Thomson does not bear his share of such charge.

Eighth. All benefits and profits arising during the five years on the residue of the six thousand acres, and on the island, shall be divided among them; Thomson to have three parts, and the others one part. Each of them shall, on request, deliver a just account of his receipts and payments during the five years.

The three merchants named in this covenant are persons well known in the history of Plymouth, in England.

Abraham Colmer (or Colman) was Mayor of that town in 1615 and in 1627, and Alderman in 1626. Nicholas Sherwell was Mayor in 1618, 1628, and 1637. In 1625, "Thos. and Nic. Sherwell erected, founded, and established the Hospitall of Orphans' Aid" in that city. Leonard Pomery was a member of the Council in 1612, and Mayor in 1623. On the 22d March, 1630, the ship "Jonathan, of Plymouth,"

of 150 tons, is mentioned as owned by Nicholas Sherwell and Abraham Colemer. "Mr. Fowell," probably John, one of the witnesses to the sealing and delivering of the indenture, was "Town Clarke" of Plymouth in 1612.*

David Thomson himself is too well known in the early history of New England, to need special mention here. He came over in the spring of 1623, and settled at a place called "Little Harbor," on the west side of Piscataqua River, where he is found in that year by Robert Gorges and by Christopher Levett. About the year 1626, he took possession of the island in Boston Harbor which now bears his name, where he soon after died, leaving a wife and an infant son to whom the General Court of Massachusetts subsequently granted this island. In Robert Gorges's patent, he is styled "David Thomson, gent." Winslow calls him a "Scotchman." In this indenture, he is described as of "Plymouth." His name is often mentioned in the Records of the Council for New England. He appears to have been actively employed in a confidential capacity as a sort of agent or messenger of the company.

On the 5th of July, 1622, "It is ordered that David Thomson do attend the Lords, with a petition to his Majesty for forfeits committed by Thomas Weston. As also to solicit the Lords for procuring from his majesty a proclamation concerning the fishermen of the western parts. Likewise to procure some course for punishing their contempt of authority."

On the 24th of July, "Mr. Thomson is appointed to attend the Lords, for a warrant to Mr. Attorney-General for drawing the new patent."

On the 8th of November, "Mr. Thomson is ordered to pay unto Leo. Peddock £10 towards his pains for his last employments to New England."

On the 11th of November, "Mr. Thomson is appointed to attend Sir Robert Mansell," concerning Captain Squibbs's commission.

On the 15th of November, "Mr. Thomson and the clerk" are directed to "see the tun of iron weighed," to be sent to Whitby. And on the same day "Mr. Thomson is appointed to solicit Capt. Love to pay in the £40 for which Sr. Saml. Argall standeth engaged," &c.

On the 16th of November, "It is ordered that Mr. Thomson solicit

* See "A History of Plymouth," by Llewellynn Jewett, F.S.A., 1873, pp. 145, 147, 152, 165, 167, 171, 176; Cal. S. P. Domestic, 1626, p. 511; 1630, p. 468; 1637, p. 6; 1638, p. 607.

the adventurers for payment in of their moneys"; and under the same date, "Mr. Thomson's patent was this day signed by the above said Council."

On the 3d of December, "Mr. Thomson propoundeth to have order from the Council for transportation of ten persons with the provisions for New England. And the persons so transported to pay the Council the usual rate for their transportation, after the expiration of two years."

This indenture, as will be seen, recites a grant from the Council of New England to Thomson, under date of 16th October, 1622. The Records of the Council show no grant to him under that date; but under 16th November we read, "Mr. Thomson's patent was this day signed by the above said Council." It may have been drawn in the previous month, and the date inserted, but not signed till later.

That the whole programme indicated in this indenture was carried out according to its terms, I should hesitate to affirm. But that the preliminaries of it were entered upon, there is no reason to doubt. This indenture was executed in two parts. The part before us, signed by the Plymouth merchants, belonged to Thomson, was brought over with him, and after his death, in Massachusetts, found its way to the possession of Governor Winthrop. It may have been used incidentally, as evidence in the subsequent controversy about Thomson's Island. The assistance agreed upon at the outset by the merchants must have been afforded. It is not likely that Thomson would have come over without assistance; and here we find the agreement for the requisite aid, made by responsible merchants, engrossed on parchment, and the name of the vessel given to be employed in the transportation of him and the men to be sent over in their service.

In the extracts cited above from the Records of the Council for New England, where Thomson's name so often appears from July to December, 1622, the two last entries indicate his plans and intentions respecting New England. After the 3d of December, his name disappears from the Records.* He was preparing to go to New England,

* Under date of the 25th of the following February, the clerk was ordered to call upon Mr. Collingwood (who had formerly been clerk of the Council, but now was clerk of the Virginia Company) for a copy of Sir John Bruce's patent. The clerk makes the following memorandum: "Mr. Collingwood answered me that he hath delivered all the books to Sir Ferd. Gorges and to Mr. Thomson"; that is, some time previously.

and was now employed at Plymouth in making arrangements for the voyage. His indenture with the merchants is dated the 14th of that month, in which they agree that the vessel in which he was to be transported to New England, the "Jonathan, of Plymouth," should be sent "this present year," which ended on the 24th March. In a few months later, we find Thomson himself here.*

* The earliest notice of David Thomson's purpose respecting New England is in the Records of the Council for New England, under date of 16th November, 1622. "Mr. Thompson's patent was this day signed by the above said Council." Then under date of 3d December, "Mr. Thompson propoundeth to have order from the Council for transportation of 10 persons with the provisions for New England. And the persons so transported to pay the Council the usual rate for their transportation, after expiration of 2 years." Next follows the indenture before us, dated 14th December, 1622, containing the agreement to send Thomson out to New England in the ship "Jonathan," "this present year." In the patent to Robert Gorges, of 30th December of this year, "David Thomson, Gent.," is authorized to put Gorges in possession of the premises.

The earliest notice of Thomson's being in New England is in Winslow's "Good News," published in 1624. In describing events, apparently in the summer of 1623, he says: "At the same time, Captain Standish, being formerly employed by the Governor to buy provisions for the refreshing of the Colony, returned with the same, accompanied with one Mr. *David Tomson*, a Scotchman, who also that spring began a plantation twenty-five leagues Northeast from us, near Smith's Isles, at a place called *Pascataquack*, where he liketh well." Governor Bradford, in speaking of Weston's Colony, under date of 1623, says, "There were also this year some scattering beginnings made in other places, as at Paskataway, by Mr. David Thomson, at Monhigen, and some other places, by sundry others." Bradford also speaks of the arrival of Gorges in the Bay of Massachusetts, about the middle of September, 1623; of his coming to Plymouth, and of his dealings with Weston; finally, of his returning from the eastward "towards the spring" (at which time he visited Thomson, as we learn from Christopher Levett), and restoring to Weston his vessel which he had taken from him. Christopher Levett, who came over here in 1623, returning next year, says: "The next place I came unto was Pannaway, where one M. Tomson hath made a plantation. There I stayed about one month. . . . At this place I met with the Governor [Gorges], who came thither in a bark which he had from one M. Weston, about twenty days before I arrived in the land. . . . The Governor told me that I was joined with him in commission as a counsellor, which being read I found it was so. And he then, in the presence of three more of the Council, administered unto me an oath." Bradford says that Admiral West, Levett, and the Governor of Plymouth, for the time being, were named in Gorges's commission as his Council; but Gorges had power "to choose such other as he should find fit." West at this time had left New England, and Governor Bradford does not appear to have been present at Piscataqua, so that Gorges must have availed himself of his privilege to elect others to fill those vacancies. It has been said that Governor Gorges at this time organized his government for all New England. The administering of the oath to Levett was

Winslow, in his "Good News," says that Thomson began his plantation in the "spring" of 1623. The "Jonathan" would, no doubt, be fitted out by her owners for fishing upon the coast of New England, after having loaded her freight at Piscataqua River; such general intention being expressed in the indenture, by an agreement that they might pursue that business, independently of Thomson, if he did not choose to bear part of the charge. As it was always desirable to reach the fishing grounds early, by the 1st of March certainly, for the first season of New England fishing, the vessel would be likely to sail as early as January.*

Every thing therefore combines to make it historically certain that Thomson came over according to the agreement made in this indenture. To these considerations it may be added that the theory which has existed for nearly a hundred years, that Thomson came over in the employment of the Laconia Company, — a theory promulgated by the accomplished Belknap, — has no foundation in truth, and had been exploded before the discovery of this Thomson indenture. Thomson had removed from Piscataqua to Massachusetts Bay, and had died there, before the Laconia Company was in existence. Belknap undoubtedly adopted this theory as an inference from some passages in Hubbard's History of New England. Historical facts seem often to have lain, in Hubbard's mind, in a loose and chaotic form; yet he appears to have come somewhere near the truth, when he says, "In the

all that appears to have been done here. He had organized his government before going to Piscataqua, so far as to call a meeting of the assistants at Plymouth, and to order the arrest and trial of Weston; and soon after, on his return to Massachusetts, to issue his warrant for his second arrest, and for the seizure of his vessel. "At the time I stayed with M. Tomson," says Levett, "I surveyed as much as possible I could, the weather being unseasonable and very much snow." This was in the winter of 1623-24. Levett's book was published in 1628.

In the summer of 1623, Weston was cast away on the eastern coast, and, being stripped of his clothes by the Indians, "got to Pascataquauck, and borrowed a suit of clothes, and got means to come to Plymouth," says Bradford. Phineas Pratt also visited Thomson some time during this year, after Weston's colony had been dispersed that spring. His narrative was published only a few years ago, in 1858.

* Captain John Smith says that March, April, and May, and September, October, and November, are the months for New England fishing; June and July for fishing at Newfoundland. Ambrose Gibbons, in his letter to the Laconia proprietors, 13 July, 1633, says that the ships must be sure "to be at their fishing place the beginning of February." (A Description of N.E., pp. 17, 18; Provincial Papers relating to N. H., I. 81.)

year 1623, some merchants about Plymouth and the west of England sent over Mr. David Tomson, a Scotchman, to begin a Plantation about Pascataqua," &c. But in another part of his History, in his indefinite and generalizing way, he says: —

"Some merchants and other gentlemen in the west of England, belonging to the cities of Exeter, Bristol, and Shrewsbury, and towns of Plymouth, Dorchester, &c., . . . having obtained patents for several parts of the country of New England, . . . made some attempt of beginning a plantation in some place about Pascataqua River, about the year 1623. . . . They sent over that year one Mr. David Thompson, with Mr. Edward Hilton and his brother, Mr. William Hilton, who had been fishmongers in London, with some others, that came along with them, furnished with necessaries for carrying on a plantation there. Possibly others might be sent after them in the years following, 1624 and 1625; some of whom first, in probability, seized on a place called the Little Harbor, on the west side of Pascataqua River, toward, or at, the mouth thereof; the Hiltons, in the mean while, setting up their stages higher up the river, toward the northwest, at or about a place since called Dover. But at that place called the Little Harbor, it is supposed, was the first house set up that was built in those parts. . . . Sir Ferdinando Gorges and Captain John Mason might have a principal hand in carrying on that design, but were not the sole proprietors therein," &c. (pp. 105, 211, 215.)

He then cites the grant of the Council, of 3 November, 1631, to certain persons now known to have been associates in the "Company of Laconia"; who, the year before, soon after that company had been formed, sent over Captain Neal as governor. And then he proceeds to speak of the Shrewsbury proprietors, who had employed Captain Wiggan to carry on the settlement begun by the Hiltons.

In this half-conjectural way, Hubbard seems here to group together certain persons in England, some of whom are now well known as having been associated in 1630 and 1631, and a few years following, in the Company of Laconia; and others who about that same period became interested in the Hilton patent, and to make them instrumental in *beginning*, and carrying on for the first decade of years, the plantations on the Piscataqua River; whereas there is no evidence that any one of these persons (if we except Thomson's three partners of Plymouth) had any hand in the beginning of the enterprise, or became interested till at a later period, when some of their names appear.

Dr. Belknap, who used and cites Hubbard's MS., placed too much reliance on these passages in that History, and was therefore led into the error which he has handed down. He knew of the grant to Mason

and Gorges of 10 August, 1622, embracing the territory between the Merrimack and Sagadahoc. He also knew that those two persons and others were members of the Company of Laconia. Relying on Hubbard's statement above cited, he concluded that the grant of 1622 was the Laconia grant, and that the associates, under the name of the Company of Laconia, began the settlements at Little Harbor and Hilton's Point, in 1623, "in two divisions." * We now know that this company had no interest in the settlement at Hilton's Point, afterwards Dover; that it came into existence at a later period, some years after both these settlements on Piscataqua River had been begun; and that the merchants of Shrewsbury and Bristol also now appear for the first time as purchasers in the Hilton patent of 12 March, 1629-30.†

What assistance the Hiltons may have received from private sources, or who rendered such assistance, if any was granted, we know not. This patent is to Edward Hilton himself, reciting that he and his associates had at "their own proper costs and charges transported sundry servants to plant in New England." ‡ This shows that he was the prin-

* John Josselyn, who picked up many things in the country by hearsay, and jotted them down in his narrative in a form not always exact, confines the Laconia grant to Gorges alone (p. 199). He also makes a strange confusion of grants in saying that "the Province of *Main* (or the country of the *Traquois* [*Iroquois*]), heretofore called *Laconia* or New *Somersetshire*, is a colony belonging to the grandson of Sir Ferdinando Gorges," &c. (p. 197). That the province of Laconia ("so called," says the younger Gorges, "by reason of the great lakes therein") was located in the neighborhood of the great lake or lakes of the Iroquois, supposed to lead up from the rivers Merrimack and Sagadahoc, with privileges for the establishing of depots on the coast, was true. Josselyn, however, got the notion that this province was included within the province of Maine, from the narrative of the younger Gorges (p. 48), who had his own claims to establish. The "Laconia" grant, in which the name first appears, was issued 17 November, 1629; that of "New Somersetshire" was Sir F. Gorges's division of 1635, between the Piscataqua and Sagadahoc, afterwards enlarged, as to its interior boundary, and confirmed by the charter of the Province of Maine, 3 April, 1639. The name "Laconia" nowhere appears in the history of Maine or New Hampshire before the grant of 17 November, 1629, above mentioned, was issued.

† Belknap's N.H., I. 8, 9, 32; Hubbard, 217, 221. The grant of 10 August, 1622, to Gorges and Mason, which the proprietors intended to call the Province of Maine, appears to have been a dead-letter; at least, the patentees never made any use of it, and the Council made other grants, covering the same territory, as if it never had an existence. The Council Records are silent as to the issue of such a grant, and it was wholly disregarded in the grand division of 1623.

‡ N.E. Hist. and Geneal. Reg., XXIV., 264, 265.

cipal person who began and carried on the settlement up to that time. No one of these prominent persons in London or elsewhere is named in it, as they certainly would have been, if they had been his associates. He, however, soon afterward sold out his patent, or the greater part of it, and these purchasers subsequently sold to others; and then we begin to hear of the Bristol men and the men of Shrewsbury, mentioned by Hubbard, and the Lords Say and Brook and their associates. But, whatever obscurity may hang over the history of the beginning of the Hilton settlement, we now know under what circumstances Thomson began his enterprise at Little Harbor.

What led Thomson to fix his mind upon Piscataqua River as a place of settlement, we are not told. The selection must have been made before he embarked. Whether his original patent from the Council, of 16 October, 1622, recited in the indenture, in any manner located the grant of six thousand acres, we are equally ignorant. Among some imperfect memoranda which I saw in the Public Record Office in London, drawn up about the time of the Restoration, and entitled "A catalogue of such patents as I know granted for making plantations in New England," is this: "1622. A Patent to David Thompson, M. Jobe, M. Sherwood of Plymouth, for a pt of Piscattowa River in New England."* This can hardly refer to Thomson's patent above cited, as that appears to have been issued to himself alone. It may refer to some earlier project of Thomson's, never perfected. The Records of the Council for New England throw no light upon it. If the memorandum can be trusted, it shows that Thomson had knowledge of, and plans relating to, the Piscataway River, some time before he came to New England.

In this indenture, it will be seen that Thomson and his men are "to find out some fit place or places there" — that is, in New England — "for the choice of the said six thousand acres of land, according to the intent of the grant aforesaid." We may not know the precise tenor of the grant to Thomson; but no location or limitation is recited in the indenture before us. By this it appears that Thomson had actually granted one-fourth part of an island, and had covenanted to convey one-fourth part of the six thousand acres to be selected. We may however well believe that the six thousand acres to be selected were named in that part of the indenture in possession of Thomson's associates, to be taken up somewhere on the Piscataqua River,

* These memoranda are printed in the "Popham Memorial" volume, App. 124.

inasmuch as some evidence existed, or was supposed to exist, among the families of Thomson's partners, or their descendants in Plymouth, England, at a later period, of claims to land where he settled. This appears in a postscript to a letter of Cotton Mather to George Vaughan, dated 3 March, 1708, in which he says: "When my parent lay at Plymouth, bound for New England, on March 24, 1691-2, Mr. Sherwell, a minister then living there, told him that his grandfather and one Mr. Coleman [Colmer] and another had a patent for that which Mr. Mason pretended unto at Pascataqua. You may do well to enquire farther concerning it."*

If we had any good grounds for supposing that the covenants in the indenture had been consummated and the proportion of land agreed upon actually conveyed, this reference would seem more naturally to point to such an instrument of conveyance. It is not improbable that the island named was more definitely described also in the counterpart to this indenture specifying Thomson's covenants, which are said to be "more plainly and at large" set forth there.

After the landing of himself and his men, and locating his grant, Thomson was to proceed to "build some houses or buildings for habitation, on which they are to begin with as much expedition as may be."

If this agreement between Thomson and his partners reveals the whole strength of material for building up this colony in the wilderness, his resources at the commencement of the enterprise must have been small. Four men were to go over with Thomson in the "Jonathan," and three more were to be provided that year. Nothing is said about wives or families, and nothing definite as to how the future supplies necessary for the plantation shall be provided, or the extent of the provision to be made; only that each shall bear his share of the expenses according to the contract, and receive his share of the land and profits at the end of five years, when accounts are to be rendered and a final settlement made. Whether Thomson could employ resources of his own, if he had any, outside of this agreement, we do not know. The Records of the "Council for New England," already cited, under date of 3 December, 1622, eleven days before this indenture was signed, say: "Mr. Thomson propoundeth to have order from the Council for transportation of 10 persons with the provisions for New England. And the persons so transported to pay the Council the usual rate for their transportation, after the expiration of two years."

* Belknap's N.H., III. 340.

No further notice in the Records is taken of this proposition, and probably nothing came of it.

Thomson continued to live at Piscataqua till 1626; at least, he is referred to by Bradford as living there then, and as having entered into competition with the Plymouth people in buying some useful goods sold at Monhegan, at the breaking up of a temporary fishing settlement there. In a petition of his son John in 1648, he says that his father in and about the year 1626 took possession of the island in Boston Harbor bearing his name, and there erected a habitation.* So he seems to have lived at Piscataqua three years, at least; but the glimpses of him during that time are very infrequent. We hear of him the first year he came a number of times. He visited Plymouth once in the summer of 1623, when Standish returned from an expedition in search of food for the colony. What a grateful service Winslow would have rendered us, if he had given us some account of Thomson's settlement, which perhaps Standish had visited! But we know not the name of a single person that composed that settlement except Thomson himself and his wife. He died, as is supposed, "about 1628," leaving a wife and an infant son.

Hubbard — alas! the only authority — says that the Hiltons came over with Thomson; and it has been supposed that Hubbard was acquainted with the Hiltons, and had an opportunity of informing himself. But he sadly errs respecting William Hilton, at least; and we find no mention of the name of either of the brothers in connection with the ship "Jonathan," in which Thomson came. Edward might have come over on his own account, either in this ship or in the "Providence," soon to follow. He would hardly have come as one of Thomson's men.

The first authentic information of Edward Hilton's presence here is given by Bradford, who says he contributed, in 1628, £1 toward the Thomas Morton affair. The various patents issued by the Council for New England furnish much valuable and exact information as to the steps already taken, or what was intended to be done by the patentees, toward the settlement of the places or territory granted. Of course, all this information would be furnished by the petitioner to his counsel, who drew up the original application; and the statement would be likely to be drawn as favorably as the facts would warrant. Where applicants for a grant had been living a number of years, more or less, on the spot, or in the country, such term of residence was usually cited

* Mass. Col. Rec., III. 129, 130.

as a consideration in the patent. In the grant to Walter Bagnall, it was said that he had lived in New England "for the space of 7 years." John Stratton "had lived in New England these 3 years last past," &c. Aldworth and Elbridge had, by their servants, "inhabited for the space of three years last past." In the patent to Vines and Oldham, on Saco River, it is said that Oldham and "his servants have for these six years now last past lived in New England aforesaid." Oldham had been at Plymouth. In the patent to Thomas Cammock, and in that to Richard Bradshaw, it is recited that they had been living there "some years before."

The following is the language used in Hilton's patent: "For and in consideration that Edward Hilton and his associates hath already, at his and their owne proper costs and charges, transported sundry servants to plant in New England aforesaid, at a place there called by the natives Wecanacohunt, otherwise Hilton's Point, . . . and for that he doth further intend . . . to transport thither more people and cattle." This is hardly the language that would be used, if Hilton had been on the spot seven or any considerable number of years; and is of the same general import as that in the grant to the Laconia associates, 3 November, 1631, after they had been a year or two in operation.

William Hilton came to Plymouth in 1621, in the "Fortune": his wife and two children came in 1623, in the "Anne." By 1627 they had left, and, if his brother Edward was then living at Dover, it would be natural to suppose that he joined him; but, though he is subsequently found in that neighborhood, I believe he cannot be traced as having lived either at Dover Neck or at Coheco. Neither his name nor that of Edward is affixed to the "Dover Combination," of 20 October, 1640.

We have no means of knowing any of the circumstances attending the abandonment of the Little Harbor plantation by Thomson. Hubbard says his removal was "out of dislike either to the place or his employers."* Whether his Plymouth partners had previously withdrawn, or whether they yet continued their interest; and whether any of Thomson's men still kept the settlement alive till the arrival of Neal and Gibbons and others, in 1630, for the Laconia associates, — are matters yet uncertain. That there was a settlement somewhere at "Pascataquaek," besides Hilton's, in 1628, appears by the contribution

* With his usual want of accuracy, Hubbard says that Thomson removed down into Massachusetts Bay within a year after his landing at Little Harbor. (p. 105.)

paid that year toward the charge of expelling Thomas Morton from Merry Mount. Of course, this was a voluntary contribution, and not a proportionate levy. The amount subscribed at Plymouth was but a small part of her charge. "It cost us a great deal more," says Bradford. They collected what they could. We know of no other settlement on the river at this date, except that of Edward Hilton, who also contributed, and it seems reasonable to believe that Little Harbor was intended by "Pascataquack."* Prince had some evidence that in the year 1629 the inhabitants on Piscataqua River entered into a combination for erecting a government among themselves; but it was of "uncertain authority," and he placed but little confidence in it.

Uniform tradition appears to have designated Little Harbor, or a point of land now called Odiorne's Point, on the west side of Piscataqua River, at its mouth, as the spot on which Thomson first settled. This is confirmed by Hubbard, so far as to naming "Little Harbor" as the place. Little Harbor takes its name from the body of water on the south side of the "Great Island," and north of the peninsula of which Odiorne's Point forms a part. This peninsula, consisting of about five hundred acres of land, is now included in the town of Rye. "Odiorne's Point" is a comparatively modern designation. A family of the name of Odiorne has for a number of generations lived on the peninsula. From the records of New Hampshire, under the date of 1704 and 1705, it seems then to have borne the name of "Rendezvous Point." At the time of the celebration of the two hundredth anniversary of the settlement of New Hampshire in 1823, more than fifty years ago, the knowledge and traditions which then existed relating to this spot were brought together; and were well summarized in Adams's *Annals of Portsmouth*, pp. 9-11, published two years afterward.

This region was early, and for many years continued to be, called Pascataway, or Pascataqua, — the name of the river covering all the settlements upon it. Christopher Levett apparently gives the name of "Pannaway" to Thomson's place, — a name not preserved. Had he not soon after spoken of "a great river and a good harbor called Pascataway," "about two English miles further to the east," I should not hesitate to say that "Pannaway" was a misprint for Pascataway. As the places on both sides of the river bore the same name, it may have

* 1 Mass. Hist. Coll., III. 63. The contribution was the same as that of Plymouth, £2 10s. The solitary Blaxton contributed 10s.

caused some confusion in his mind, or he may have made a clerical error in first entering the name in his journal.*

Belknap says that "Little Harbor" was so called by the first settlers. I find no confirmation of this statement. In all the letters and documents now preserved, relating to the Company of Laconia, "Little Harbor" is not mentioned. Their three houses (or factories or trading posts) are described as being at Pascataqua (Little Harbor), Strawberry Bank, and Newichewanick: though "Pascataqua," as I have already said, continued to be used to embrace all the places on the river.† In an interesting map of the "Province of Mayne and Mason's patent," recently published in a volume of "Original Documents" relating to New Hampshire, by John S. Jenness, Esq., — supposed to have been drawn about the year 1655, — the name "Little Harbor" is given to the spot on which Thomson is supposed to have first settled.

Hubbard says that at "the Little Harbor, it is supposed, was the first house set up, that ever was built in those parts: the chimney and some part of the stone wall is standing at this day [1680], and certainly was it which was called then, or soon after, Mason Hall, because to it was annexed three or four thousand acres of land, with intention to erect a Manor or Lordship there, according to the custom of England; for by consent of the rest of the undertakers, in some after division, that parcel of land fell to his share; and it is mentioned as his propriety in his last will and testament, by the name of Mason Hall."‡

By the first "house," subsequent writers have supposed that the first habitation was intended, and that a large mansion was built by Thomson on his landing; the same that was subsequently occupied by Neal in 1630, and known as "Mason Hall." Hubbard gives countenance to this idea, so far as to say that "the agents of Sir Ferdinando Gorges and Captain Mason, with the rest, had by their order built an house, and done something also about salt-works, some time before the year 1630." Hubbard infers the agency of Gorges and Mason, from the mention of a house and salt-works as already on the place, in the indenture, above cited, of 3 November, 1631. There seems to be some evidence that the agents of the Company of Laconia occupied a house at Piscataqua, that had been built before they came over. In a deposition of William Seavy, aged about seventy-five years, in 1676, he says he came over to

* See Coll. Maine Hist. Soc., II. 79, 80.

† See Provincial Papers relating to N. H., pp. 61-117.

‡ History of New England, 214, 215.

the Isle of Shoals upon a fishing account, about a year before Neal left the country (in 1633); and he was credibly informed that Neal, when he came over in 1630, "lived in a house in Little Harbour, of Piscataqua, which by common report was formerly built by some merchants, &c., of Plymouth, in England." Also, in a recital made by the Council of New Hampshire, in 1681, consisting of Richard Waldern, President, and others, who were opposed to Mason's claim, they say that "the vast expense of estate," as claimed to have been made by John Mason, in the settlement of New Hampshire, "is mostly, if not merely, a pretence. *An house was hired in this province*, but the disbursements laid out were chiefly in the neighboring Province of Meyn, on the other side of the river, and for carrying on an Indian trade in Laconia, in all which his grandfather was but a partner, however he would appear amongst us as sole proprietor."*

That Thomson during his three years' residence at Little Harbor by assistance of his partners, built a large house there, and left it when he went to Massachusetts Bay, is certainly possible.† But that Thomson, or any one after him, built a house there, known as "Mason Hall," is extremely improbable. Hubbard evidently got his notion of "Ma-

* Jenness's Original Documents, pp. 10, 62, 63, 100.

† A reference to Captain Mason's house at Little Harbor, once occupied by Neal, is found in a deposition by Major Robert Pike, aged about eighty-eight years, in 1704. He "testifieth and saith that he was well acquainted with Capt. Walter Neal, Mr. Henry Josselyn, Capt. Francis Norton, Mr. Sampson Lane, when they lived at Piscataqua above fifty or sixty years past, at which time they lived at Piscataqua in the right of Capt. John Mason, and were agents (as was reported commonly) for him or his heirs, and that Capt. Neal lived in the Stone house at the mouth of Piscataqua river, of late called Little Harbor, and was always called Capt. Mason's Stone house; and that some time since one Mr. Gee lived in said house in the right of Capt. Mason; and that afterwards Joseph Mason, agent for Mrs. Ann Mason, widow of said Capt. Mason, lived at said house, at the mouth of the river aforesaid, in Right of said Mrs. Ann Mason, aforesaid; and that this Deponent lodged one night in said house with said Mr. Joseph Mason, he being employed by said Joseph Mason to assist him in Mr. Mason's affairs, above fifty years past," &c. (Prov. Papers relating to N. H., Vol. II. 530, 531.) Major Robert Pike was, no doubt, a most respectable person, and would testify to the best of his knowledge and belief; and there is no reason to question his statement that he lodged one night with Joseph Mason in a house at Little Harbor. But he could not have been acquainted with Captain Walter Neal, as Neal left the country two years before Pike came over here. What he says about Neal was from hearsay; and the most distant period of which he deposes, "sixty years," would take him back only to 1644, long after Henry Josselyn had left Piscataqua.

son Hall" from Mason's will, made shortly before his death, in which he designates his whole grant of New Hampshire as "my county of New Hampshire, or Mason Hall"; or, in another place, "my county of New Hampshire, or Mannor of Mason Hall." He seems, in one part of this instrument, to bequeath to his grandchild, Robert Tufton, "my mannor of Mason Hall," as though it was some estate well known within his grant; and then, after other bequests, all the residue to John Tufton. If any special place is here intended, there are no means of locating it by the description, as the name is not found in any contemporary letter or document, as applied to any special house or domain.

About the year 1679, Robert Tufton Mason — who succeeded as heir on the death of his brother John — presented one of his many cases to prove his title to New Hampshire. He recites that his ancestor erected a fort on Great Island, "and mounted it with ten guns for the defence of the said island and river, and also, *within the said river, at a place now called Portsmouth*, he built diverse good houses, whereof one was a very fair and large house of stone and timber, and by him called Mason Hall, encompassed by a ditch and strong pallisade," &c., and with above one thousand acres of improved meadow ground.* Now

* Jenness's Original Documents, pp. 77, 78.

No more untrustworthy sources of information relative to the early settlement of New Hampshire can well be found than the various petitions and "cases" set forth by and in behalf of Robert Tufton Mason, respecting his claim to this territory. Of course he had to rely for information mostly on private testimony and tradition, as he was but a child when his grandfather died; and, besides, he had a "case" to make out. Even the dates to the several grants of land to John Mason, which his counsel had means to verify, are frequently wrong, and what was done under them was often strangely misstated. In a paper drawn up about the year 1679, we read "that in the year 1622 the said John Mason did send over several servants and passengers to be tenants, with store of cattle, provisions, and necessaries, unto his lands at Cape Ann, and did build sundry houses and set up the trade of fishery upon that coast, and employed for his steward there Ambrose Gibbons, gentleman, who continued there until the year 1630, at which time the Massachusetts colony violently seized upon that part of the province, stretching their bounds three miles to the northward of Merrimack River, and turned the servants and tenants of the said John Mason out of their possessions, under pretence of a charter from his late Majesty, King Charles, in 1628." It would be difficult to find elsewhere in so small a space, except among Robert Mason's own papers, so many errors as are contained in this extract.

Probably with equal truth it is said, in a paper drawn up in 1675, that John Mason, after being at Newfoundland about two years, "received orders from his Majesty to visit that part of America now called New England, who,

the house thus described was that called the "Great House," at Strawberry Bank, said to have been built by Chalbourne, in 1631. This, of the three houses (*houses*, as distinguished from more humble dwellings) in possession of the Company of Laconia, was the most noted in the history of the Piscataqua settlements. It stood for a long time, and was occupied by some well-known persons. This had the best claim to be called a Manor House; and, if this were thus designated, the one built at Little Harbor could hardly have borne the name. Probably the name was never applied to either.*

The precise time of Thomson's death is not known. From the petition of his son John to the General Court of Massachusetts, in 1648, he says that his father, in or about the year 1626, took possession of the island bearing his name, built a habitation there, and died soon after, leaving the son an infant; "who," says the record, "so soon

together with Sir Ferdinando Gorges, made a voyage along that coast, in Anno 1619, and at their return for England gave his Majesty a satisfactory account both of their voyage and country." The statement that John Mason spent "upwards of twenty thousand pounds" towards the affairs of New England is probably of a piece with some of his other allegations. This would be equivalent to five times that sum to-day. It is not probable that he spent a fourth part of it, or that he ever had such a sum at his disposal. Mason's principal expenditure over here was as a partner in the Laconia Company, of which he was one of some ten associates. After the division of 1634, he sent over two mills, and some men to set them up on his own land, on the eastern or north-eastern side of the river (the Maine side). How largely he continued his expenditures from this time up to the time of his death, we have no means of knowing. They were probably inconsiderable. In 1634, he wrote to Gibbons: "I have disbursed a great deal of money in the plantation, and never received one penny; but hope, if there were a discovery of the lakes, that I should in some reasonable time be reimbursed again." Hubbard (p. 226) says that Mason had no opportunity "to send over the seventy families, which some to this day affirm he engaged to do." See Jenness's Original Documents, pp. 55, 77; Prov. Records of N. H., I. 322.

* In October, 1637, Vines, Josselyn, and Warnerton, as agents of some of the Laconia associates, granted to Francis Matthews "all that parcel or portion of lands in Piscataway River, lying upon the north-west side of the Great Island, commonly called Muskito Hall, being a neck of land by estimation one hundred acres or thereabouts." The location of this grant was on the Great Island itself, the present town of New Castle; and it was reconveyed in 1656 and in 1664, under the same name. (See Provincial Papers relating to N. H., I. 98, 99; N. H. Hist. Soc. Coll., VIII. 120, 122.) At this day, a spot a few rods north-west of the present "Wentworth" hotel is called "Musquito Hall," though this must be some distance from the location of the grant.

as he came to age, did make his claim formerly, and now again, by his said petition, to this Court," who granted the island to him and his heirs for ever. Samuel Maverick added his testimony as to the year 1626; * and Johnson says that Thomson assisted Maverick in building a fort upon Nodde's Island. Among the contributors to the expenses of capturing and removing Thomas Morton, of Merry Mount, in 1628, the name of "Mrs. Thomson" appears. So that we may infer that her husband was dead at the time she subscribed. I know of no other data. Savage says he died "about 1628."

I incline to the opinion that John Thomson, the son, was born at Little Harbor, and was brought, an infant, to his new home on the island. My reasons are these. David Thomson was living at Piacataqua in 1626, and joined the Plymouth people in a trading voyage to Monhegan in the summer or autumn, as I infer from Bradford, of that year. So that, if he left there that year, it must have been in the latter part of it. The year, as it was then calculated, began and ended in March. It was desirable to show that possession of the island was taken at as early a period as the facts would warrant; and the son says that it was "in or about the year 1626." In the record of the Court above cited, May, 1648, it is said that John Thomson made his claim "so soon as he became of age," and it says also that he "did make his claim *formerly*," — that is, some time previously, — "and now again." The Court would not be likely to yield to such a petition without serious consideration, attended with delay. They were jealous of claims not based on their own grants, and the island had thirteen years before been granted to the town of Dorchester. If his first petition, the exact date of which is wanting, had been made only two years before the present petition, it would give 1625 as the year he was born.

In the year 1650, some curious depositions were made concerning Thomson's Island. William Trevore testified that the island was formerly called "Island of Trevour," which he took possession of in 1619, "and declared the same, as the effect of my proceedings, to Mr. David Thomson, in London, on which information said Thomson obtained a grant and patten" of it. William Blaxton testified that he heard old Mr. Thomson affirm that he had a patent for the said island, and that those that put hogs on it did it by his consent. Miles Standish testified "that in the year 1620 I came into this country, and I take it in the same year I was in the Massachusetts Bay with William Trevoyre, and then being upon the island lying near Dorches-

* Blake's "Annals of the Town of Dorchester," p. 81.

ter, called the said Island Island Trevoyre. . . . Further, I can testify that David Thomson showed me a very ancient patent, and that Isle Thomson was in it, but the terms of it I cannot remember." The Sagamore of Aggawam testified that "in the year 1619, or thereabouts," he went himself with Mr. David Thomson, and took possession of the island before Dorchester, &c.*

William Trevore, who seems to have forgotten the year he arrived in New England, came over in the "Mayflower" in 1620, as a seaman, hired to stay in the country one year. He then went back, but subsequently made voyages to Massachusetts. The first visit the Pilgrims made to Boston Harbor was in September, 1621, and Standish was of the party, and Trevore may have been of the number. That is the earliest period at which Standish and he could have been together on Thomson's Island. Trevore may then, on his return, have given the information to Thomson to which he refers, which led to his procuring a grant of the island from the Council of New England. Blaxton's testimony is interesting, as showing his acquaintance with Thomson, while the former was the solitary resident of Shawmut. It shows also that Thomson claimed the island under a grant from the Council. The Massachusetts Colony would not probably have acknowledged such a claim, but would be disposed to regard his early residence and possession as entitling his son, through him, to consideration, as they did in the case of Blaxton. The memory of the old "Sagamore of Aggawam" quite deserts him in the matter of dates.

If Thomson's Island was that named in this indenture, of which he had granted one-fourth part to his partners, it might be asked whether Thomson may not have removed to it for the purpose of taking possession and creating a habitation with a view to its future cultivation and the pursuit of his business there, agreeably to the terms of his indenture, and without intending to abandon his interest at Little Harbor. We have no facts or data on which to indulge in such speculations, except Hubbard's statement that he left there out of dislike of the place or his employers. We hear of no claims made by his heir to the estate at Piscataqua, subsequently taken possession of by the Company of Laconia, and none by his late partners to that or to the island. No provision seems to have been made in this indenture, in case of the death of Thomson before the five years should be ended.†

* See N. E. Hist. and General. Reg., IX. 248.

† Hubbard says that Thomson "possessed himself of a very fruitful island and a very desirable neck of land" in Massachusetts Bay, "since confirmed to

To recur once more to the settlement of Piscataqua: The general reader of the history of New Hampshire will be surprised to learn the length of time that elapsed after the first settlements were there made before the name "New Hampshire" was applied to the place. The patent of 7 November, 1629, to Mason, in which it appears that the proprietor intended to call the territory granted "New Hampshire," seems to have been—like the previous grant to him of Mariann, and that to himself and Gorges in the same year—of no practical significance, and would scarcely have been heard of again, had it not been cited in the claims set forth by the heir to Mason's estate after the Restoration. No use was ever made of it by the proprietor.* After the issuing of the Laconia grant, ten days later, 17 November, 1629, active measures were entered upon; every thing being done under the name of the "Company of Laconia," an unincorporated association of persons whose head-quarters were in London, who afterwards, 3 November, 1631, procured from the Council a new grant of lands on both sides the Piscataqua River,—the former grant being one of indefinite and uncertain franchises. In a few years, this company broke up, and the servants were discharged; the whole scheme proving a failure. On a division of some of the company's property, Mason bought the shares of two of his associates, and sent over a new supply of men, and set up two saw-mills upon his own share of lands.† Shortly before the surrender to the king of the Grand Patent, Mason procured for himself the grant of 22 April, 1635,‡ between Naumkeag and Piscataqua, in which it was recited that the lands embraced in it, "with the consent

him or his heirs by the Court of the Massachusetts, upon the surrender of all his other interest in New England, to which yet he could pretend no other title than a promise, or a gift to be conferred on him, in a letter by Sir Ferdinando Gorges, or some other member of the Council of Plymouth." Hubbard evidently supposed that Thomson had claims to other lands in New England, which he or his heirs surrendered on receiving a confirmation of the Island. The records are silent as to this.

* Sir William Jones, the Attorney-General, in an opinion on Mason and Gorges's claims, in 1676, says of each of these patents that "the grant was only sealed with the council seal, unwitnessed, no seizen indorsed, nor possession ever given with the grant." (Hutchinson, I. 316.)

† See all the correspondence extant relating to the Laconia Company in the Provincial Papers relating to N. H., I. 61 *et seq.*; and a complete copy of the grant of 3 November, 1631, in Jenness's Original Documents, pp. 8-14.

‡ "The grants which were made, or pretended to be made, in 1635, were the efforts of a number of the members of the Council to secure some part of the dying interest to themselves and posterity, in which they all failed." (Hutchinson, I. 316.)

of the Council, shall from henceforth be called New Hampshire." Mason died before the close of that year; and Mrs. Mason, his executrix, committed the management of the estate to her agent, Francis Norton. But the expense exceeded the income. The servants were clamorous for their arrears of wages, so she was compelled to abandon them to shift for themselves.* In a few years, the several communities there, including those that the Laconia Company had no hand in settling, being destitute of a proper government, placed themselves under the protecting care of the Massachusetts. Subsequently, Mrs. Mason sent over her agent, Joseph Mason, to look after her late husband's interest; and he presented a number of petitions to the Massachusetts government, and brought suits in the Massachusetts courts, in Mrs. Mason's behalf.

During the whole period which I have here gone over, in all the letters and documents of the time, "New Hampshire," as an accepted name for this territory, so far as I have observed, never is used. In a letter from the selectmen of Dover to the Council in Massachusetts, dated 20 July, 1665, after the disaffection caused by the arrival of the king's commissioners, they speak of a petition there to his majesty, presented by the hands of Abraham Corbet, "for the inhabitants of New Hampshire, as they called it."† In a deposition of several aged persons, including Edward Coleord, taken at Piscataqua, 25 August, 1676, they make oath and affirm "that Captain John Mason did never settle any government nor any people upon any land called the province of New Hampshire, on the south side of Piscataqua River, either by himself, or any of his agents to this day."‡ In an humble petition of Joseph Mason, the agent of the executrix, to Massachusetts, in May, 1653, he makes no claim other than to the Laconia interest. Nothing is said about other grants, and nothing about "New Hampshire." In a statement of Robert Mason's claim in 1674-5, reference is made to John Mason's various franchises, "afterwards enlarged" and "*now called New Hampshire*." Were it not for the accidental circumstance of the prosecution of this claim, thus bringing forward a name used in John Mason's patent, it is not improbable that New Hampshire would have rejoiced to-day in the old euphonious Indian name of "Piscataqua." By the appointment of a commission for the government of the territory as a royal province, in 1679, the name "New Hampshire" became fixed upon the place.

* See Belknap's N. H., I. 39.

† The italics are mine.

‡ Original Documents relating to N. H., edited by John S. Jenness, p. 62.

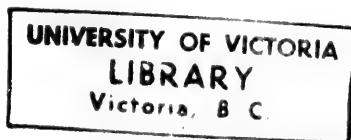
It would probably be doing no injustice to history to say that the recognition of Robert Mason's claim to the territory of New Hampshire, fostered by a government unfriendly to the liberties of its subjects, was one of the greatest misfortunes that could have befallen the settlers on the soil. It was a prolific source of annoyance, which continued for over a century.

To go back once more to the Laconia Company, in which the original Mason was an influential partner: The whole history of their proceedings shows that they never intended to plant a colony in any sense analogous to those communities which sprung up elsewhere in New England. It was chiefly a trading and fishing company; an experiment, inspired by adventure and speculation. The intended basis of its operations was the great lakes, which seem never to have been discovered, and its greatest reliance the peltry trade. The cultivation of the soil, the proper foundation of all such enterprises, was regarded as of secondary importance. The non-residence of the proprietors, and the absence of any settled government, were serious drawbacks to the building up of an orderly community. The letters of their factor, Ambrose Gibbons, to the adventurers in London, were full of excellent advice and serious warnings. The interest of the settlers was not so much considered as the profitable returns; and, when these failed, the whole scheme failed. "You complain," says Gibbons, "of your returns. You take the course to have little": think not "the great looks of men and many words will be a means to raise a plantation."*

* The Company of Laconia was probably formed soon after the Laconia patent of 17 November, 1629, was issued. It was an unincorporated association of less than a dozen persons, the most of whose names are mentioned in a second grant of lands on both sides the Piscataqua River, taken out for their benefit two years later, 3 November, 1631. Some of these associates, it appears, had previously been members of the "Canada Company," which, headed by Sir William Alexander, had undertaken the conquest of that province as a private enterprise, under the command of Sir David Kirke. The fur-trade of Canada was the inspiring motive, united to what might be acquired by conquest.

"Larded with booty, and bringing Champlain himself as prisoner, the expedition returned triumphantly to England, November 6, 1629, only to learn that peace had been for several months restored, and that by the articles of the treaty all their hard-won conquests in the New World were required to be restored to France.

"Among the most stirring members of the now sadly baffled Canada Company was one Thomas Eyre, a London merchant, who had acted as its Accountant and Treasurer. Thomas Wannerton, a notary public and merchant of London, George Griffith, another London merchant, as well as Captain John



After Mason had secured his patent of 1635, he had fruitless visions of manors and quit-rent and fee-farm estates floating before his mind. In his last will, as we have already seen, he calls his whole grant

Mason and Sir Ferdinando Gorges, seem to have been interested in the Canada Company, and must have been chagrined at its disastrous issue.

"These men now inquired after some shorter and easier way of reaching the fur country than by the river of Canada, and one which might be used by the English without infringement of the late treaty. . . .

"It was but ten days after the return of the Canada Co. Expedition that, accordingly, Sir Ferdinando Gorges and Captain John Mason took out for themselves and their associates a grant, dated November 17, 1629, of a large, vaguely bounded territory on the Iroquois Lake, named *Laconia*, and admitted as their associates in the patent, Thomas Eyre, Thomas Wannerton, John Cotton, Henry Gardner, George Griffith, Edwin Guy, and Eliezer Eyre. The scheme of these patentees is apparent from the language of the grant itself. It was to send over cargoes of Indian truck-goods to the Piscataqua, and unload them at the factories near the mouth of the river, and thence to transport them in boats or canoes up the Piscataqua to Lake Champlain, to be bartered there for peltries for exportation from the factories to Europe. For the better accommodation of this traffic, the Company were authorized to take up one thousand acres of land on the side of the Piscataqua River as a site of their factory; but they seem not to have availed themselves of this privilege, the territory at the mouth of the river being acquired by the adventurers under a subsequent patent."

The connection between the Canada Company and the Laconia Company, thus indicated, and the circumstances attending the formation of the latter, are well stated in a volume entitled "The Isles of Shoals, An Historical Sketch, by John Scribner Jenness, second edition," New York, 1875, pp. 58-69, written from information gathered from the public archives in London. The extracts above quoted are taken from that book.

David Kirke, while in the Canada waters, had probably heard of the treaty of peace of the 14th (24th N.S.) of April of that year, but he chose to ignore it, and of course the members of the Canada Company at home knew of it soon after it took place (the king's proclamation was dated 10 May, 1629); but no one knew what precise bearing it would have on the large interests, which the Company might have, to be affected by it. Charles, however, gave his word to the French minister that every thing captured should be at once restored. This was a grievous blow to the Canada merchants, who had fitted out their fleet at a cost of £50,000; and they did not relinquish their property without a struggle. Kirke claimed that the larger part of the skins which he brought home had been obtained by trading with the Indians. In a London news-letter, dated 18 November, 1629, is the following: "Upon the French ambassador's great complaints against Kirke, for his action in Canada, the matter hath been debated in Council; and it is thought that, for the good of the peace, the place will be restored unto the French, although there is nothing as yet resolved about. Neither is there any order hitherto taken between the two States for the settling of the trade for the time to come, or the satisfying of the merchants' complaints for the time past." (The Court and Times of Charles the First, II. 43.)

on the Piscataqua "my county of New Hampshire, or Mannor of Mason Hall." He had then no charter of government, though he may have intended to procure one, as Gorges afterwards did for Maine.

The formal restoration of Quebec to France did not take place till the 5 July, 1632.

By an arbitration in Paris, it was decided that the French government should pay £20,000 to Kirke as an indemnity for his loss, and the government pledged that sum, but not a penny was paid. By the treaty of peace, it was agreed between the two crowns that there should be no restitution for prizes taken on either side, before the date of the treaty, and no reprisals should be made for such captures. See "The First English Conquest of Canada," by Henry Kirke, M.A., London, 1871, pp. 63-68; Parkman's "Pioneers of France in the New World," pp. 401-411. See also the Treaty of Suze in Rymer, vol. xix. p. 88; and the Proclamation of Peace with France, dated May 10, 1629, in the same volume, p. 66.

The first vessel which the Company of Laconia despatched to Piscataqua was sent out from London the last of March, 1630, and by the 1st of June had arrived, with Walter Neal, governor, and Ambrose Gibbons, factor, and some others. In the following year, others were sent. At the end of three years, the principal associates became discouraged by the inadequate returns, and the alleged unfaithfulness of a master of one of the fishing-vessels; and in a letter to their factor, dated the 5th December, 1632, they say: "They have no desire to proceed on further, until Captain Neal come hither to confer with them, that by conference with him they may settle things in a better order. We have written unto Captain Neal to dismiss the household, only such as will or can live of themselves may stay upon our plantation, in such convenient place as Captain Neal, Mr. Godfrie, and you shall think fit; and, after conference had here with Captain Neal, they shall have a reasonable quantity of land granted unto them by deed." See notes (A) (B).

These letters were not received till the 7 June following, and Captain Neal, being called home, left the colony 15 July, and sailed from Boston 6 August. According to instructions, the care of the house at Newichewanick was committed to Gibbons, that at Pascattaway (Little Harbor) to Edward Godfrie, and that at Strawberry Bank to Thomas Warnerton. Not long after the probable arrival of Neal in London, the company, on the 6 December, made a division of the land on the north-east side of the river (the document from which I quote says, clearly by mistake, the "north-west side"), and of the "swine" belonging to the company. They also "agreed that Pascattaway house and the house at Strawberry Bank, and all the islands and islets within the river of Piscattaway, together with all the land on the south-west side of the said river which is mentioned in the patent, as also the Isles of Shoals, and the house at Newichewanock, with the land thereunto belonging, shall remain in common until a division thereof hereafter to be made." The division of lands on the north-east side, made at this meeting, is referred to in a letter of Gorges and Mason to Warnerton and Gibbons, dated Portsmouth (England), 5 May, 1634, in which is enclosed a copy of the draft of the "lands and bounds agreed upon for every man's part"; and a further division of all the "movables" left in

Whatever his intentions may have been, without a radical change of policy and measures, he never would have succeeded in building up a colony on these shores. Death put an end to his schemes. New

trust by Neal with Warnerton and Gibbons was also now directed to be made. It appears that Mason had now bought out the shares of John Cotton and his deceased brother, William Cotton, so that he and Gorges now owned together one-half of these effects, and of this one-half Mason owned three-fourths. (Mason also appears to have owned independently of the rest some cows and goats.) The remaining one-half belonged to the other adventurers. Gorges and Mason directed their own shares to be paid over to Henry Josselyn, who now came over especially to look after Mr. Mason's interest. See note (C).

They each give notice that they have now sent over men to work upon their several divisions of land, that Mason had sent over two saw-mills, with people and provisions to set them up, and each had given authority to invite and "receive such others as may be had to be tenants, to plant and live there, for the more speedily peopling of the country." No encouragement was given that the other partners would adventure this year to the plantation, and we find no instructions from them as to the disposal to be made of the other half of the divided effects, or as to their future plans or intentions. Mason instructs Gibbons in his letter of 5 May, 1634, to discharge the servants, and all that are upon the company's charge, and to pay them off in beaver, about which he will hear more at large from the company. Gibbons replies to Mason's letter, under date of 6 August, saying that the servants had been paid their wages for the past year, but that he shall expect a "general letter" before paying them their old wages or dividing the goods, &c., or a further letter from him.

Although the adventurers as a body may not have made any further advances to the colony after their letter of 5 December, 1632, referred to above, still the company, as we have seen, was kept alive to a later period, for the purpose of winding up its affairs.

To what extent Mason pursued the business alone on the east side the river after the date of the letter of instructions of 5 May, 1634, we may not fully know, or whether any thing was done by him or by any other of the adventurers on the west side. I have seen no evidence of any division having been made of the land on the west side of the river. Hubbard, in speaking of Little Harbor, and the Manor to be erected there by Mason, says, "By consent of the rest of the undertakers, in some after division, that parcel of land fell to his share, and is mentioned in his last will and testament by the name of Mason Hall." Hubbard probably infers that it fell to Mason's share "by a division," because he mentions it in his will; whereas, in this instrument, Mason claims and wills, as his property, his whole grant of New Hampshire, of 22d April, 1635, which included the part mentioned by Hubbard. Mason died before the close of the year 1635. What course was taken by the late partners, or by the heirs of Mason, during the two following years, we have but few contemporary documents to inform us. In 1638, Mrs. Mason, the widow and executrix of the late John Mason, appointed Francis Norton her general attorney for her whole estate in those parts. "But," says Dr. Belknap, "the expense so far exceeded the income, and the servants grew so impatient for

Hampshire has but little cause to cherish his memory; and he would probably have been forgotten but for the accidental revival of his name, by the claims of his heirs, who used them as an instrument to

their arrears, that she was obliged to relinquish the care of the plantation, and tell the servants that they must shift for themselves; upon which they shared the goods and cattle." Charges were afterwards brought against her agents and servants for "imbezzling the estate." Years afterward, the claims of Robert Mason brought out depositions of old people, on both sides, from which some truth may be gleaned; but all such documents should be received with caution. In March, 1651, Mrs. Mason appointed Joseph Mason to come over and look after the estate of her late husband here; and in that same year he brought a successful suit in the Massachusetts courts against Richard Leader for encroaching upon the lands at Newichewanick. Two years later, he presented a petition against sundry inhabitants of Strawberry Bank and others, for encroaching upon the property of the Laconia patent, "molesting our tenants, and disposing of our lands and of our tenants, which for sixteen years past was granted unto them by lease from the then agents of the proprietors," &c.; and he prays for relief in "the behalf of Mistress Anne Mason and the rest of the proprietors." This would show that others of the Laconia proprietors still had an interest in the lands on the west side of the river. In all these claims made by Mrs. Mason, her whole reference is to her late husband's interest in the Laconia Company. No mention is made of the grant of New Hampshire, by that or by any other name, claimed by Robert Mason after the Restoration. Indeed, to Robert Mason's first petition, in 1660, appear the names of Henry Gardiner and George Griffine (Griffith), two of the partners of the Laconia Company.

The operations of the Laconia Company, whose franchises, as we have already seen, were quite distinct from those of Edward Hilton and his associates, were chiefly on the east side of the river, on lands subsequently included in Gorges's grant of New Somersetshire; and Mason's transactions after the division, whatever they may have been, were principally confined, no doubt, to the same section. This territory, at first called "Pascataqua," was, in 1647, incorporated as "Kittery," from which subsequently the towns of Eliot, South Berwick, and Berwick, have been taken. The permanent settlement of this territory should undoubtedly date from its occupation by the Laconia Company in 1630.

And here I am reminded of the tendency which appears to have existed among some of our local historical writers to antedate the settlements on the eastern coast. Williamson, in his *History of Maine* (I. 243-4), says that some of the territory on its western border, early known as Pascataqua, was settled as early as 1624. He evidently infers this from a supposed connection and intercourse between this section and the settlements of Dover and Portsmouth, all bearing the same general name.

Williamson also says (I. 227) that, "as early as 1623, a permanent settlement was commenced at Saco." His principal authority for this statement is the language of the patent to Vines and Oldham of 1629-30, reciting that Oldham and his servants had lived "in New England" for six years preceding. He supposed that they had lived at Winter Harbor, where Vines is known to have passed the winter of 1616-17. Now Oldham and his servants came to

annoy and perplex the settlers on the soil, who had acquired a right to their homesteads and farms by long undisturbed possession.

In conclusion, let the reader of New Hampshire history bear in mind

Plymouth in 1623, in the Anne, and had some land assigned to them in the following year. He was afterwards expelled from that community; but he never settled on the land granted to him and Vines, either before or after the patent was received.

This same writer (I. 231) follows Dr. Belknap, in his *Life of F. Gorges*, in fixing upon the same period as that at which grants of land were made to some members of the Gorges family, of 12,000 acres on each side the York River, at which time William Gorges, Lieut. Col. Norton, and others, came over with all the necessary materials for building vessels, saw-mills, &c. This error of about a decade of years occurred by a misreading of Gorges's imperfect narrative, where the chronology of events is rarely noted, or is incorrectly given. But Williamson gratuitously makes this addition to the account; viz., that the immediate management of the enterprise was intrusted to Ferdinando Gorges, the grandson of Sir Ferdinando, "a young gentleman of rank and ambition." Now the truth is that the grant of 12,000 acres on each side the York River was made 2 December, 1631. F. Gorges, the grandson, was interested in the grant through his grandfather, who caused his name to be inserted in the patent; but he was only *two or three years old* at this time. The period hitherto assigned for this grant and settlement was some six years before he was born. But I will not pursue this rather irrelevant criticism further.

(A)

The bark "Warwick," which brought over Neal and Gibbons in 1630, came to New England again in the following year; sailing from "the Downes" 4 July, 1631, and arriving at the harbor of Piscataqua the 9th September. She may at this time have brought over to the colony some of those stewards and servants of the Laconia Company, whose arrival Adams, in his *Annals of Portsmouth*, places under the year 1631. (Of course he errs in including Neal and Gibbons in that list, and quite likely as to others.) The "Warwick" then, on the 19th, sailed directly for Virginia and the Potomac River. Her factor, Henry Fleet, had commission from her owners to be absent one year "for trade and discovery." In the following winter, she brought thence a cargo of corn to Piscataqua, and on her return to the South put into Salem and Boston. On the 9th April, 1632, she sailed from Boston for Virginia, where she remained for some time in charge of her factor, trading in the waters of the Chesapeake. The bark belonged to George Griffith and Company (George Griffith was one of the Laconia partners), and her owners subsequently claimed that Fleet had, by the connivance of Governor Harvey, "restrained the vessel and profits to the petitioner's great loss." Griffith appears to have had other schemes kindred to those in which the Laconia Company was engaged. In 1638, in a petition to the king, "he sets forth his great loss by sending men to the river Amazon, and planting on the coast of Guiana, through the Portuguese, and the treachery of the natives," &c. See Neill's "English Colonization of America," pp. 223-237; Wintthrop, I. 39, 71, 72; Cal. S. P. Col. Ser., pp. 184, 270.

that that State was not founded by John Mason, nor by the Company of Laconia, of which he was a member. A permanent settlement had already taken root into its soil before the bark "Warwick" first appeared in the Piscataqua waters.

(B)

Sidrach Millar, of London, cooper, presented a petition to the Privy Council, saying that, by a contract made with Captain John Mason, John Cotton, and Henry Gardner, on behalf of the company of adventurers for the Province of Laconia, in New England, the petitioner and two servants were transported to Piscataqua, where they worked eighteen months for the Company. Millar, being sent to England, left his servants behind him, who have since been discharged, destitute of means or friends. The Governor would not pay their passage-money, and the Company will not pay what is due to them; prays that the Company may be ordered to pay the money due to him and his two servants for the work done according to the contract. See Cal. S. P. Col., p. 138; Folsom's Original Doc., p. 8. Millar may have returned to England with Neal in August, 1633, some eight of Neal's company having gone back with him at that time.

The Laconia associates in London, after the suspension of their operations, seem to have had dissensions among themselves, resulting in law-suits, the evidence of which exists among the Records of the Privy Council and of the Court of Requests. See N. E. Hist. and Geneal. Reg., VIII. 142, 143; Jenness's Isles of Shoals, 185-190. Thomas Eyre was probably secretary of the company. He had been secretary of the Canada Company; and in June, 1632, was chosen secretary for the Council for New England.

(C)

The editor of the Provincial Papers relating to N. H., a valuable work, often consulted by me, at p. 69 of Vol. I., assumes that Thomas Warnerton, the Laconia associate, is identical with the emigrant who bore the same name; though he had immediately before him a letter of the partners, dated at London, 5 December, 1632, signed by Warnerton, among others, in which instructions are given to the emigrant here. The Laconia associate was a notary public and merchant of London, and is found living there in 1632, 1633, and 1636. Thomas Warnerton, the emigrant (sufficiently illustrated by Winthrop and his editor, II. 177, 178), had been a soldier; quite likely he was a son of the proprietor, and "left his country for his country's good." Hubbard's account of the winding up of his career, pp. 484, 485, is taken from Winthrop. See Jenness's Isles of Shoals, 2d edition, p. 61; Sainsbury's Cal. (Col.), p. 289.

The Indenture of David Thomson and his three partners, of Plymouth, England, here follows]: —

Articles of Covenantts Indentid made and agreed on: the foureteenth daye of December, in the twentieth yeare of the Raigne of our So^{veraigne} Lord **James** by the grace of god of England France and Ireland King Defender of the faith &c. And of Scotland the Sixe and fiftieth **Betweene** David Thomson of Plymouth in the County of devon gentleman of thone parte. And Abraham Colmer Nicholas Sherwill, and Leonard Pomerie of Plymouth aforesaid merchants of th'other parte.

Emprimis, whereas the Councell established, by the said Kings Ma^{ties} L^{tes} patents, for the ruling, orderinge & disposing of the terrytories and affayres of Newe England in America, **haue** graunted vnto thaboue named David Thomson, his heires and assignes, for ever, Sixe Thousand acres of land, and one Hand lyeing & being in & vpon the coaste of Newe England aforesaid, wth dyuers Royalties, ymmunities priueledges franchises and liberties, As by the same graunt, bearinge date the Sixteenth daye of October laste paste more at large, it dothe & maye appeare, And farther wheareas also the said David Thomson by his deed Indentid beareing date wth these p^{es}ents **hath** freely and absolutely graunted the fourth parte of all the said land wth thapp^{rt}teñies therevnto belonging or in any wise apperteyninge, unto thaboue named Abraham Colmer Nicholas Sherwill and Leonard Pomerie their heires & assignes forever, wth Covenantts also therein expressed, to grannte and convey, vnto them their heires and assignes in fee simple, the fourth parte of the before recyted Sixe thousand acres of land and other the premysses wth thapp^{rt}teñies, As by the said deed thereof Indentid to them made more plainely and at large it doth & maye appeare. **In Consideracon** whereof it is fullie conenanted & agreed by and betweene the said parties to these presents in manner and forme followinge, that is to saie “ “ “ “ “ “

First, that they the said Abraham Colmer Nicholas Sherwill, and Leonard Pomerie their heires and assignes, shall and will at their owne proper costes and charges, this present yeare provid and send, two men, with the said David Thomson, in the good shipp called the Jonathan of Plymouth aforesaid (by gods permission) to be landed in Newe England aforesaid, wth soe muche victualls & pronisions, as shall suffice them, till they be their landed, And yf they land there, within the space of three moneths, after the said shipp shall passe Ramehed, The residue of the three moneths victualls (yf any be) shall be delyuered to the said David Thomson, at his landing there, the said men and victualls, there to be disposed of, by the said David Thomson, as well towards the findinge of a fitt place for thintended plantaçon there, as also to begin the same “ “ “ “ “ “

Item, that they, the said David Thomson, Abraham Colmer, Nicholas Sherwill, & Leonard Pomerie, their heires and assignes, shall and

will this present yeare, at their wone proper costes & charge, find provide and send, three men more, in the good ship called the Providence of Plymouth aforesaid, yf they maye be so sonne gotten, Or in some other shipp wth the first expedicion that maye be, To be also (by god his permyssion) landed in Newe England, their to be disposed of as aforesaid, the Charges of wth men lastlie mençoed are to be paid and borne equallie betweene them the said parties to theis p^sents "

Item, it is farther agreed by and betweene the said parties to theis puts, that two men more (ouer & aboue the former three) shal be this p^sent yeare, provided & sent, in the foresaid shipp the Jonathan; wth their victualls and prouisions, To be likewise (by gods permyssion) landed in Newe England aforesaid, the charge of wth two men lastlie mençoed soe to be sent, shalbe equallie borne and paid, betweene the said David Thomson, Abraham Colmer, Nicholas Sherwill, and Leonard Pomerie " " " " " " " "

Item, it is farther agreed by and betweene the said parties to theis puts, that after suche tyme, as the said David Thomson, And the foresaid Seaven men or any of them, shalbe soe landed in Newe England as aforesaid The said persons soe landed, shall and will vse their best Endeavor, (by the dirrec^on of the said David Thomson) wth as muche conveniencie as maye be, to find oute some fitt place or places there, for the choise of the said Sixe thousand acres of land, accordinge to th^e intent of the graunt aforesaid: **And** also of some fitt place, to settle and Builde some houses or buildings for habitacons, On w^{ch} they are to begyn, wth as muche expedicion as they maye, To the lymits and precincts of w^{ch} habitacons or buildings soe intended to be there erected, there shalbe allotted, of the landes next thereunto adioyninge, at or before thend of five yeares, next ensuing the date hereof, the full quantitie of Sixe hundred acres of land, or neere thereabouts, W^{ch} said Sixe hundred acres of land, w^h all and singular the tenem^ts and buildings, that maye be raised thereupon, duringe the said space of five yeares, together w^h the Seas, Riuers harbor or harbors ports creeks and all and singeler other the premysses whatsoe^u, conteyned wthin the said sixe hundred acres of land, wth the seas Anent the same, shall at thend & expirac^on of the said five yeares, Be equallie diuided, betweene them the said David Thomson, Abraham Colmer, Nicholas Sherwill and Leonard Pomerie by lotts, **And** that all costs charges and disbursments whatsoeuer, to be paid & layde forth, from and after the landing of the said men or any of them in Newe England aforesaid, towards the findinge oute of the said sixe thousand acres of land, or for the buildinge planting and husbanding, of the said sixe hundred acres of land, shall During the said five yeares be equallie borne and paid, betweene all the said parties to theis p^sents **The** residue of the said Sixe thousand acres of land, to be also in such convenient tyme as maye be Decided betweene them the said parties in foure parts, and by lotts as aforesaid, wth all the seas & Riuers Anent the same, and all other the premysses to the same belonging, Whereof the said David Thomson his heires and assignes, are to haue three Quarters, And the said Abraham Colmer Nicholas Sherwill & Leonard Pomerie, their heires &

assignes, One quarter accordinge to the true intent & meaning of the last before recyted graunt, to them thereof to be made by the said David Thomson his heires & assignes " " " " " "

Item, it is farther agreed, by and betweene the said parties to theis p'sents, that the said Iland, wth the grounde soyles, Hauens, Rivers ports, Creeks, wth th app^oteññes therevnto belonging at theend of the said five yeares, shall alsoe be Devided amongste them, the said parties in foure partes, by lotts as aforesaid, Whereof the said David Thomson his heires & assignes are to haue three of the said foure partes, And the said Abraham Colmer, Nicholas Sherwill and Leonard Pomerie, their heires and assignes, thother foureth parte, accordinge to the true intent & meanninge, of the laste before recyted graunt thereof to them made " " " " " " " " " "

Item, farther it is fully couenanted & agreed by and betweene the said parties to theis pnts, That all costes, charges, expenses, and disbursm^{ts} whatsoeũ w^{ch} shall happen to be expended laid forth or disbursed for and towards the planting & husbanding of the said Iland wth thapp^oteññes, And for and towards the Erecting of habitaçons or buildings there vntill the same be divided as aforesaid, shalbe borne and paid betweene the said parties, in this sorte (viz), three partes, by the said David Thomson, his heires and assignes, and the other foureth parte, by the said Abraham Colmer, Nicholas Sherwill & Leonard Pomerie their heires and assignes " " " " " "

Item, it is farther agreed by and betweene the said parties to theise p'sents, that all benefitts and profits whatsoeuer, that shall or maye, duringe the said terme of five yeares happen to accrewe arise & growe oute of or upon, the said sixe hundred acres of land, be it more or lesse, and of the Seas and Rivers therevnto belonging, or by trading, fishing, Setting & Setling* of the same landes & tenements, or any parte of them, or by any other industrie waies or meanes whatsoeuer (the fishing of such shipp or shippes of the said Abraham Colmer Nicholas Sherwill & Leonard Pomerie, or of either or any of them, or of either or any of their assignes, sett forth onely at their costs and charges, and wherein the said David Thomson, doth not, or will not, put in his parte of the costs and charges, onely excepted & foreprised,) shall also be equallie divided betweene the parties to these presents parte and parte like " " " " " " " " " "

Item, it is also agreed by and betweene the said parties to theis p'sents, that all benefitts and profits, that shall or maye, duringe the said terme of five yeares, happen to accrewe aryse and growe, oute of or upon, the residue of the said, sixe thousand acres of land wth app^oteññes, or oute of, or upon the said Iland wth thapp^oteññes shalbe devided into foure parts Whereof the said David Thomson his heires and assignes shall haue three partes, And the said Abraham Colmer Nicholas Sherwill, and Leonard Pomery their heires & assignes shall haue th'other foureth parte, And that every of them, shall and will vpon reasonable request, delyuer to th'other a iuste & perfect accompt of his receipts

* Obscure ; " Setling " may be the word intended.

& payments concerning the premisses And for the true performance of all and singular, the said covenants and agreements, either of the said parties bindeth himself to th'other firmly by these presents " " *

In witness whereof the said parties interchangable, to theis p'sent coven'nts Indented, their handes and scales haue sett, **proven** the daye and yeare first above wrytten

Annoq. Dm. 1622

p me [Abraham] † Colmer p me Nicholas Sherwill Leonard Pomery

[Endorsed]

Sealed and delyuered in p'sents of

John fowell

Teste me Tho. Cruse

Teste Hugoe Bull

Michael Herring ‡

* The inverted commas between the paragraphs in the text represent similar marks in the original instrument, intended to fill up the spaces not written upon. Nothing is omitted.

† The Christian name of each signer was written upon the three tags inserted into the parchment by an incision made in it in the usual way. The tag on which Colmer wrote is gone, so that his first name here is wanting. There are no seals: the tags remaining are cut off even with the lower margin of the parchment.

‡ "Michael Herring, of London," was a son-in-law of Nicholas Sherwill, as appears by an abstract of Sherwill's will, proved 8 June, 1639, kindly sent to me by Mr. J. L. Chester, of London, since these notes were in type. Mr. Chester has also sent me abstracts of the wills of Abraham Colmer and Leonard Pomery; that of the former proved 22 Nov., 1631, and the latter 30 March, 1629. It appears that the ship "Providence" was owned by Pomery. These wills throw no additional light on the transactions of these merchants with David Thomson, and no further documents as yet have rewarded inquiry.

ADDENDA.

A reference to DAVID THOMSON, which perhaps should not be omitted here, is found in Thomas Morton's "New English Canaan," published in 1637, at the close of chapter 2, which treats Of the Original of the Natives: "Therefore, since I have had the approbation of Sir Christopher Gardiner, Knight, an able gentleman that lived among them, and of David Tompson, a Scottish gentleman, that likewise was conversant with those people, both scholars and travellers, that were diligent in taking notice of these things, as men of good judgment, . . . I am bold to conclude that the original of the Natives of New England may be well conjectured to be from the scattered Trojans," &c. Morton came over to New England in 1622, and lived here altogether some ten years.